

IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE EASTERN DISTRICT OF PENNSYLVANIA

IN RE: Brian Q. Davis

CHAPTER 13

CASE NO. 16-10795-REF

Bank of America, N. A.

Movant

vs.

Brian Q. Davis

Debtor(s)

and

Frederick L. Reigle, Esquire

Trustee

STIPULATION IN SETTLEMENT OF  
MOVANT'S OBJECTION TO DEBTOR'S CHAPTER 13 PLAN OF  
REORGANIZATION

Bank of America, N. A. ("Mortgagee") and Brian Q. Davis ("Debtor(s)"), through their respective counsel, hereby stipulate as follows:

1. The automatic stay as provided by 11 U.S.C. §362 shall remain in full force and effect conditioned upon the terms and conditions set forth herein.

2. Mortgagee is the holder of a mortgage which is a lien on Debtor's real property known as and located at: 501 Highlands Boulevard, Easton, PA 18042.

3. Debtor's Confirmed Plan of Reorganization provides for payment in full of the secured claim of Bank of America, N. A. in the amount of \$24,957.59, with no interest over the term of the Plan. To allow for the recovery of interest at the contract rate of 2.99%, Debtor shall pay directly to Bank of America, N. A. the amount of \$1,943.00, which is the total amount of interest on the claim at the rate of 2.99% over the entire term of the Plan.

4. Debtor shall make such payment in twelve (12) consecutive equal installments of \$162.00, beginning on February 1, 2017 and continuing on the 1st day of each month thereafter, when all outstanding and unpaid amounts of interest shall be due and payable in full. Nothing in this Stipulation shall affect the provisions of the Plan, whose terms remain valid unchanged and in full effect.

5. The parties agree that a facsimile signature shall have the same force and effect as an original signature.



J. Eric Kishbaugh, Esquire  
UDREN LAW OFFICES, P.C.  
Attorneys for Mortgagee



Brad J. Sadek, Esquire  
Attorney for Debtor(s)



Frederick L. Reigle, Trustee

APPROVED BY THE COURT THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_

BY THE COURT:

\_\_\_\_\_  
U.S. BANKRUPTCY JUDGE